

CHAPTER 18. OCCUPANCY INSPECTIONS

I. INTRODUCTION

A. SCOPE

This chapter establishes the policies, assigns responsibilities, and sets forth procedures pertaining to occupancy inspections.

B. POLICY

1. Inspections shall be conducted consistently without regard to rank or rate of the occupant.
2. A minimum of four inspections must be conducted for each change of occupancy.
3. Occupants will be clearly advised of both the occupants' and the Government's responsibilities during the designated period of tenancy.
4. A complete check-in inspection will be conducted prior to occupancy of quarters.
5. Occupants will be required to read and sign a "Condition of Occupancy Agreement for Navy Family Housing."
6. Procedures to ensure collection of funds or correction of occupant damage will be initiated and carried to completion.

C. REFERENCE

1. OPNAVINST 11101.27A: "Navy Family Housing; Occupants' Responsibility for Maintenance of"

D. SUMMARY

This chapter is organized into the two topical areas summarized below:

1. Responsibilities. The Commander, Naval Facilities Engineering Command (COMNAVFACENGCOM), is responsible for establishing policy and uniform procedures. The Engineering Field Division (EFD) is responsible for monitoring the Field Activity's conformance. The Field Activity is responsible for implementing the policies and procedures and ensuring fulfillment of the occupants' responsibilities.
2. Occupancy Inspection Program. The occupancy inspection program is designed to ensure that the occupant is provided with clean and decent living quarters, to familiarize the occupant with the Field Activity's and occupant's responsibilities and the equipment in the unit, and to ensure that all occupants of family housing units are treated equitably. The program comprises four types of inspection: make-ready, check-in, pretermination, and termination.

II. RESPONSIBILITIES

A. THE COMMANDER NAVAL FACILITIES ENGINEERING COMMAND

COMNAVFACENGCOM is responsible for establishing policy and providing instructions, guidance, and resources for the conduct of Navy family housing occupancy inspections.

B. ENGINEERING FIELD DIVISIONS

EFDs are responsible for monitoring Field Activity implementation of the policies and procedures for occupancy inspections. In fulfilling the assigned responsibilities, EFDs will:

1. Provide assistance and resources to Field Activities for the implementation of inspection procedures as outlined in this chapter.
2. Review and analyze the occupancy inspection programs at the Field Activity level.
3. Recommend necessary corrective actions to improve the occupancy inspection program at the Field Activity level.

C. FIELD ACTIVITIES

Field Activities are responsible for the implementation of policies and procedures for the inspection of family housing units. They are further responsible for the planning, programming, budgeting, and execution of an inspection program that will ensure all inspections are appropriately and adequately conducted and all occupants are treated equitably. In fulfilling these responsibilities, Field Activities will:

1. Conduct the four specific inspections of family housing units: make-ready, check-in, pretermination, and termination.
2. Ensure that all Government quarters are safe, decent, and sanitary at the time of assignment of occupants.
3. Orient and provide new occupants with pertinent station directives, instructions, notices, and other occupancy-related information.
4. Implement occupant damage procedures to ensure that damages caused by the occupant, the occupant's dependents, or invited guests are corrected by the occupant or that funds are collected from the occupant for the correction of damages.

III. OCCUPANCY INSPECTION PROGRAM

The occupancy inspection program comprises four distinct inspections vital to the management of Navy family housing: make-ready, check-in, pretermination, and termination. They are conducted to identify command and occupant

responsibilities; to determine the condition of the quarters; to initiate good occupant relations; to thoroughly orient and instruct the occupant on equipment operation; and to ensure that the occupant understands the procedures for obtaining emergency service.

To ensure that inspections are conducted equitably, avoidance of the unreasonable "white-glove" impression is paramount. The idea which must be communicated to the occupants is that if they expect to move into quarters that are clean and pleasant, then they must be prepared to vacate units in the same condition. Specific guidance on various inspections is contained below.

A. MAKE-READY INSPECTIONS

Make-ready inspections are conducted by housing representatives between occupancies and subsequent to the accomplishment of the required maintenance to ensure that all work performed, whether by station forces or by contractual services, has been completed satisfactorily and the quarters are in a presentable condition for acceptance by occupants. The housing representative specifically ascertains that the unit is clean and presentable; maintenance has been performed; all utilities are functioning properly; furniture, where authorized, is in a good state of repair; and equipment is operating properly. Also, outside structures and surrounding grounds are to be in a condition which the occupant will be expected to maintain.

B. CHECK-IN INSPECTION

The check-in inspection is a mutual inspection of the unit, surrounding grounds, and furnishings by a housing representative and the prospective occupant at the time of occupancy. During the visit, the housing representative will discuss the new occupant's responsibilities, the operating procedures of the housing office, the operation of equipment within the unit, and special programs; e.g., self-help and energy conservation. The housing representative shall also provide the occupant with occupant information, pertinent directives, instructions, notices, and so forth, and inform the occupant of the Government's responsibilities. Guidance on the development of a occupant handbook is contained in Appendix E to this Manual. Most complaints by occupants can be traced to their lack of understanding of the reason for certain policies or management actions. As a minimum, the inspection should include:

1. Completing the Dwelling Unit Inspection Record and the Dwelling Unit Furniture and Equipment Record. Examples of forms are provided as figures 18-1 and 18-2.
2. Defining occupant responsibilities regarding maintenance of the dwelling unit, furniture, equipment, supporting structures, and surrounding grounds. See chapters 10 and 19 of this Manual for further guidance.
3. Briefing each occupant on the energy conservation program. This should include the thermostat settings, use of hot water, use of clothes dryers, use of dishwashers (air dry versus heat dry), and interior and exterior lighting constraints. Also, Command directives should be outlined and the voluntary nature of the program stressed. The importance of promptly reporting energy-related

maintenance problems should be detailed; i.e., poor weatherstripping, broken storm windows or doors, water heaters or furnaces not working properly, leaking faucets, or other conditions that contribute to the waste of energy.

4. Demonstrating the operation of electrical and mechanical equipment or devices. Thermostat setting, on/off switches, breakers, fuse boxes, and appliance reset buttons should be pointed out and their operation demonstrated. The location of filters in exhaust fans and heating or cooling systems should be indicated and the proper method for changing or cleaning explained. Occupants should also be given a brief demonstration of how to disassemble appliances for cleaning.

5. Verifying with the occupant that the smoke detectors are functioning properly. Explain occupant responsibility regarding smoke detector periodic testing and the replacement of batteries, if applicable, which normally can be obtained from the self-help store.

6. Informing the occupant of various programs and services of interest such as the self-help store, if applicable; emergency/service; police and fire protection; and garbage and trash collection schedules.

7. Informing the occupant of local regulations on such things as alterations to quarters, fencing, pets, storage of combustibles, fire arms, recreational vehicles/equipment, and maintenance or public works contracts.

8. Informing the occupant that, upon termination, the unit shall be subject to a final inspection.

9. Providing the occupant with a telephone numbers and a point of contact within the housing organization.

10. Completing a Condition of Occupancy Agreement for Navy Family Housing. An example of such an agreement is provided as Figure 18-3. If such an agreement is not used, conditions of occupancy should be included as part of the Family Housing Occupant Handbook.

C. PRETERMINATION INSPECTION

The pretermination inspection should be accomplished as soon as possible after receipt of the occupant's notice of intent to vacate and should be jointly conducted by the housing representative and the occupant of the unit. The pretermination inspection serves two purposes. One is to tactfully but firmly alert occupants to the deficiencies they must correct and the degree of cleanliness to be achieved prior to vacating. This will allow the occupant sufficient time to prepare the unit for the termination inspection. Secondly, the pretermination inspection will allow time to identify maintenance deficiencies and plan and coordinate work to be accomplished prior to reoccupancy of the unit.

This inspection must be conducted equitably and sound judgment must be exercised by the housing representative in determining deficiencies caused by normal wear and tear versus deficiencies attributable to occupant negligence or abuse. As a minimum, the inspection should include:

1. Mutually discussing the existing conditions compared with those conditions noted during the check-in inspection.

2. Mutually scheduling the termination inspection and informing the occupant that all occupant-caused deficiencies must be corrected prior to the termination inspection.

3. Identifying and scheduling maintenance work required for the interior, the exterior, supporting structures, and surrounding grounds. Normal change of occupancy maintenance should be accomplished immediately after a dwelling is vacated.

4. Informing the occupant that he or she continues to be responsible for the condition of the unit at final checkout inspection even though he or she may use a private contractor to correct a deficiency that was the occupant's responsibility.

5. Informing the occupant that he or she may arrange with the fiscal officer or comptroller for the establishment of an account to cover those deficiencies for which the occupant is responsible and which will be corrected by contractor or by Government maintenance forces.

D. TERMINATION INSPECTION

The termination inspection will be conducted jointly by a housing representative and the occupant after quarters are vacated and prior to the termination of assignment. It should result in a mutual understanding that both the occupant and the Navy have fulfilled their respective responsibilities defined during check-in and pretermination inspections. Avoidance of an unreasonable "white glove" inspection is emphasized and equitable treatment of all occupants is imperative.

1. The housing representative will ensure that basic allowance for quarters (BAQ) reinstatement documents are processed. When an occupant does not complete his or her responsibilities, the unit will not be accepted for the Navy, nor will the BAQ reinstatement documents be processed, except that BAQ must be reinstated on the permanent change of station (PCS) departure date of the sponsor (unless permission to occupy the quarters has been given).

2. When an individual fails to comply with the responsibility to repair or clean the quarters and/or surrounding areas such as carports, garages, storage spaces, porches, steps, walk and driveways as applicable, the housing organization will initiate occupant damage procedures as contained in Chapter 10. The housing organization will implement procedures that ensure funds are collected for the correction of damages. Follow-up actions shall be pursued and the written disposition of each instance will be retained in housing files. When the Navy, in lieu of the individual, is required to repair or clean quarters, notification shall be provided to the family housing organization at the gaining activity. The housing organization will inform the maintenance organization that the unit is available for the necessary work to be done.

(Name of Activity)									
DWELLING UNIT CONDITION INSPECTION RECORD									
Address _____									
Date Available _____					Date Assigned _____				
Name of Tenant _____									
Date Inspected: IN 19 OUT 19									
KITCHEN	ITEM	CHECK IN	CHECK OUT	REMARKS				CHARGES	
	Ceiling								
	Walls								
	Floor								
	Windows and Shades								
	Light Fixtures and Outlets								
	Wall Cabinets								
	Base Cabinets								
	Cooking Range								
	Refrigerator								
LIVING ROOM	Hot Water Heater								
	Sink								
	Ceiling								
	Walls								
	Floor								
	Windows and Shades								
BATHROOM	Light Fixtures and Outlets								
	Doors								
BATHROOM	Ceiling								
	Walls								
	Floor								
	Window and Shade								
	Light Fixtures and Outlets								
	Accessories, Shower Rod, Towel Bars, Soap Dishes, etc.								
	Medicine Cabinet								
	Lavatory								
	Tub - Shower								
	Commode								
BEDROOMS	Door								
		CHECK IN				CHECK OUT			
		1 BR	2 BR	3 BR	4 BR	1 BR	2 BR	3 BR	4 BR
	Ceilings								
	Walls								
	Floors								
BEDROOMS	Windows and Shades								
	Light Fixtures and Outlets								

FIGURE 18-1
DWELLING UNIT CONDITION INSPECTION RECORD

		Closets and Shelves									
		Doors									
REMARKS											
E X T E R I O R	Roof (Single & Twin Houses)										
	Siding										
	Porch and Railings										
	Steps										
	Window Screens										
	Door Screens										
	Grounds										
	Shrubs										
M I S C E L L A N E O U S	Walks										
	Space Heater										
	Fuel Tank										
	Clothes Poles - Lines										
	Utility Room										
TOTAL CHARGES											
<p>NOTE: The following code letters will be used in the Check-in and Check-out columns to denote current conditions:</p> <p style="text-align: center;">G - Good D U - Damaged-Usable R - Repair or Replace M - Missing</p>											
CHECK-IN INSPECTOR						CHECK-OUT INSPECTOR					
Signature _____						Signature _____					
<p>I hereby certify that the above check-in inspection (subject to comments in remarks column) represents a true record of the condition of the unit upon my initial occupancy.</p> <p>Date _____</p> <p style="text-align: center;">Signature of Tenant _____</p>						<p>I hereby certify that the above check-out inspection (subject to comments in remarks column) represents a true record of the condition of the unit upon my vacating and I agree to pay for damages incurred or items missing during my occupancy, reasonable wear and tear excepted, noted hereon.</p> <p>Date _____</p> <p style="text-align: center;">Signature of Tenant _____</p>					
The format of this exhibit may be revised locally to meet requirements of the activity											

FIGURE 18-1 (Continued)
DWELLING UNIT CONDITION INSPECTION RECORD

CONDITIONS OF OCCUPANCY AGREEMENT
FOR
NAVY FAMILY HOUSING

1. OCCUPANCY

_____ (Name) is assigned to _____ (Address) to
be occupied as military family housing of the United States on _____ (Date) .

2. OCCUPANT USE

Navy Family Housing is provided to the military member and his or her dependents solely as a single-family residence. Use of the unit for any other purpose, including the shelter of any additional number of persons except temporary guests, is prohibited without written consent of the housing representative. Temporary guests are those persons who occupy property for no more than two consecutive weeks.

3. GOOD REPAIR

The housing authority should maintain the property in good repair and habitable condition and is responsible for all repairs not due to the abuse or negligence of the occupant, his or her dependents, or invited guests during occupancy. Repairs or replacement of equipment provided due to normal wear and tear will be at the expense of the housing authority.

4. PETS

If pets are allowed on the premises, the occupant understands that arrangements for having the house fumigated as necessary for fleas and ticks and carpets cleaned, if applicable, at the termination of occupancy is his or her responsibility. The occupant further understands that any damage caused to the unit or grounds by his or her pet(s) is also his or her responsibility.

5. CONDITION OF PROPERTY

The housing authority and the occupant inspected the property, and both parties agree that the property is in a fit and habitable condition, except for those damages or malfunctions itemized in writing during the check-in inspection. Copies of this inspection record should be retained by the housing authority and the occupant. Any additional items noted by the occupant should be submitted in writing to the housing authority within 15 days of occupancy. If additional items are not received within the 15-day period, the housing authority will consider the property to be in acceptable condition and suitable for occupancy.

FIGURE 18-3
EXAMPLE OF A CONDITIONS OF OCCUPANCY AGREEMENT

6. PLUMBING AND APPLIANCE

The occupant should keep the premises, including all plumbing fixtures, facilities, and appliances, as clean and safe as conditions permit and should attempt to unclog and keep clear all waste pipes, drains, and water closets where possible. At the termination of occupancy, all appliances and equipment should be in good working order and the premises should be in good clean condition, normal wear and tear excepted.

7. USE AND REPAIR OF FACILITIES

The occupant should use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, other fixtures, facilities, and appliances in or on the premises in a reasonable manner. Any damage caused by the occupant, his or her dependents, or invited guests beyond normal wear and tear must be repaired at the occupant's expense.

8. DAMAGING PROPERTY

If the occupant willfully or negligently destroys, defaces, damages, impairs, or removes any part of the premises (including fixtures, facilities, and appliances) or willfully or negligently permits any person to do so, the occupant will be held responsible for the damages.

9. GENERAL MAINTENANCE

The occupant should, at his or her own expense: (a) keep up and preserve in good condition any lawn, vines, shrubbery, and gardens and keep all fences in good repair, normal wear and tear excepted; (b) remove any debris that may accumulate on the property; (c) promptly remove leaves, limbs, grass clippings, ice, and snow as necessary or required; (d) furnish light bulbs; (e) replace or repair all broken or damaged glass, screens, flooring, wood plaster, drywall, and locks occurring during his or her occupancy, normal wear and tear excepted. Any repairs or replacements of property, equipment, or appliances required due to the abuse or negligence by acts of commission or omission of the occupant, his or her dependents, or invited guests are to be paid for by the occupant. The consent of the housing manager must be obtained before the occupant places in the unit any exceptionally heavy articles, such as waterbeds, which may damage the unit's structural integrity.

10. NOTICE OF DEFECTS OR MALFUNCTION

The occupant should promptly notify the housing office whenever the structure or the equipment or any fixture contained therein becomes defective, broken, or damaged or malfunctions in any way.

FIGURE 18-3 (Continued)
EXAMPLE OF A CONDITIONS OF OCCUPANCY AGREEMENT

11. OCCUPANT CONDUCT

Occupants should conduct themselves in a manner that will not disturb their neighbors.

12. HEALTH AND SAFETY

The occupant should comply with all health and safety regulations imposed by the local Command.

13. SYSTEM OVERLOADS

The occupant will not install or use any equipment that will overload any gas, water, heating, electrical, sewerage, drainage, or air conditioning system of the assigned premises.

14. SMOKE DETECTORS

It is the responsibility of the occupant and the housing authority to ensure that smoke detectors function properly. The smoke detector(s) was checked and as of this date is functioning properly. The occupant is responsible to periodically test and ensure that the detector(s) is working properly. The occupant is responsible for the replacement of batteries, if applicable, and notifying the housing authority through a trouble service call of any detector malfunction. The fact that the batteries are removed by the sponsor/dependents or the detector is tampered with causing inoperation can be taken into consideration in determining occupant liability for fire damage, and may be the basis for eviction from quarters.

15. INSURANCE

It is recommended that the housing occupant who may be held liable for damage to or loss of the family housing unit, equipment, or furnishing obtain a comprehensive insurance policy that provides for protection of his or her personal property and assigned unit.

16. REDECORATING AND ALTERATIONS

The occupant should obtain written consent from the housing authority prior to redecorating or making any alterations, additions, or improvements. Such alterations should, at the option of the housing authority, remain with the property or be removed by the occupant. When removing such alterations. the premises should be returned to its original condition at the expense of the occupant.

FIGURE 18-3 (Continued)
EXAMPLE OF A CONDITIONS OF OCCUPANCY AGREEMENT

17. PERIODS OF ABSENCE

The occupant should notify the housing office whenever extended absences (over two weeks) from quarters are anticipated.

18. ACCESS TO PROPERTY BY THE HOUSING MANAGER AND DULY DESIGNATED REPRESENTATIVES

Upon reasonable notice to the occupant and at reasonable times, the Installation Commander or a duly designated representative may enter the premises in order to (a) inspect the property, (b) make necessary or emergency repairs, alterations, or improvements, and (c) supply necessary or agreed upon services. If the occupant is not at home when the premises are to be entered, the housing representative should have (in decreasing order of preference) a representative from the occupant's command or unit, a security officer, or a disinterested third party accompany him/her when entering the quarters. Notice to the occupant will be left in the unit if entrance of unit was required.

19. NEGLECT AND COST

If at any time during the term of this occupancy, the housing authority is required to make repairs to the property or its equipment for damages caused by the abuse or negligence of the occupant, his or her dependents, or invited guests, the occupant understands that the repairs will be made at the occupant's expense. As appropriate, the housing occupant should be afforded the right to complete the necessary repairs either by outside contractor or on his or her own.

I HAVE READ AND UNDERSTAND ALL OF THE CONDITIONS CONTAINED HEREIN.

Sponsor (Date)

Housing Representative (Date)

Dependent (Date)

FIGURE 18-3 (Continued)
EXAMPLE OF A CONDITIONS OF OCCUPANCY AGREEMENT